ice, the officer performing it must ordinarily be paid, payment in good faith to the officer discharging the duties of the office is justified." The grain helper in this case is assimilated to a public officer under good authority and the conclusion follows inevitably. *Higgins* v. *Mayor,* 131 N. Y. 128; *O'Hara* v *City of New York,* 28 Misc. Rep. 258, 46 App. Div. 518, 167 N. Y. 567; *Van Valkenburgh* v. *Mayor, etc.,* 49 App. Div. (N. Y.) 208; *Martin* v. *City of New York,* 176 N. Y. 371. The employment of this analogy, however, seems useless: by keeping the mere employee whose position does not rise to the dignity of an office distinct from the office holder the identical result will be reached, for a class that receives money without performing any service therefor is the exception, not the general rule. Instead of forcing the "mere employees" into the class of officers for the purpose of applying an exception to the common rule as to officers, it would seem simpler and much less dangerous to recognize the differences between the two. The two classes have to be distinguished in other respects. A *de jure* officer may recover the compensation of the *de facto* officer, but the *de jure* employee may not. *Jones* v. *Dusman,* 246 Pa. 513; *Kidder* v. *Wilson,* 90 Ver. 147. A *de jure* officer is entitled to the full amount of his salary without any deduction for the amount he earned or might have earned while not discharging his official duties. *Fitzsimmons* v. *Brooklyn,* 102 N. Y. 536; *Andrews* v. *Portland,* 79 Me. 484. Where the position is not strictly an office, however, the rule is different. *Sutliffe* v. *New York,* 132 App. Div. (N. Y.) 831; CONSTANTINEAU, PUBLIC OFFICERS, Sec. 222.

WILLS—ADEMPTION.—Testator having power to appoint £10,000 among his younger children, made his will when he had four such children, appointing it all to them equally; but whether he said £2,500 to each, or equally to the *four,* or merely in equal shares, does not appear from the report, it being reported differently in different parts of the statement. Later when he had five younger children he made an appointment by deed to one of his daughters on her marriage of £2,000 "in full discharge" of her share. *Held,* that such appointment was an ademption only *pro tanto,* and that she was still entitled to £500 out of the residue of £8,000 leaving only £7,500 for the other four younger children. *Moore's Rents* (Land Commission, 1917), [1917], 1 Ir. R. 244, 51 Ir. Law Times 106.

If the court held that a legacy for a certain amount could not be adeemed by payment of a smaller amount, clearly proved to have been intended by the testator at the time to be in full satisfaction, it is not supported by the decision in *Pym* v. *Lockyer,* 5 M. & Cr. 29, relied on, and is in conflict with the general doctrine that ademption is purely a matter of intention of the testator. Moreover, £2,000 in cash may have been actually worth more than £2,500 at the death of the testator.